
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2013-O-15**

**AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK
COUNTY, AMENDING THE EXISTING INTERGOVERNMENTAL
AGREEMENT WITH TRI-STATE FIRE PROTECTION DISTRICT TO
PROVIDE FIRE PROTECTION SERVICES.**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2013-O-15

AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, AMENDING THE EXISTING INTERGOVERNMENTAL AGREEMENT WITH TRI-STATE FIRE PROTECTION DISTRICT TO PROVIDE FIRE PROTECTION SERVICES.

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village currently operates its own Fire Department;

WHEREAS, the Village has been in negotiations with Tri-State Fire Protection District for over a year seeking agreeable terms for Tri-State to take over the Village's Fire Protection and EMS services;

WHEREAS, the Village has an existing Intergovernmental Agreement pursuant to Section 11a of the Fire Protection Act, 70 ILCS 705/11a, which authorizes Tri-State to provide fire protection services, telephone answering services and dispatch services, however, Tri-State currently performs only dispatch services for the Village.

WHEREAS, contracting with the Tri-State Fire Protection Services to perform additional services will result in significant annual savings to the Village of Willow Springs and provide its residents and businesses with modern, state of the art fire protection and EMS services;

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to amend the existing Intergovernmental Agreement by and between the District and the Village which will result in Tri-State performing

additional services, the terms of which are contained in an Intergovernmental Agreement attached hereto as Exhibit "A." Said Intergovernmental Agreement is subject to final staff and attorney review.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The amendment to the existing Intergovernmental Agreement is hereby approved subject to final staff and attorney review.

Section 3: The President and Village Clerk are hereby authorized and direct the Village Administrator to execute the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The Village Treasurer is hereby authorized to expend such necessary funds and undertake such financial actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

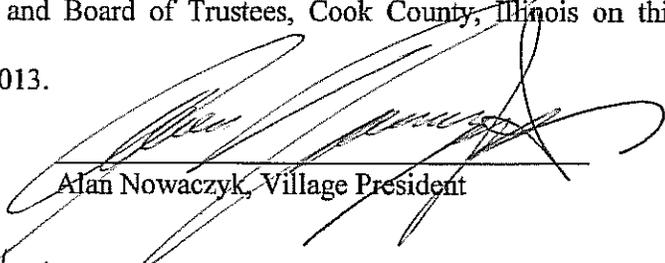
Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

ADOPTED by the President and Board of Trustees of the Village of Willow Springs,
 Cook County, Illinois this 26 day of Sept. 2013, pursuant to a roll call
 vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato			✓	
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	<u>5</u>	<u>0</u>	<u>1</u>	<u>6</u>

APPROVED by the President and Board of Trustees, Cook County, Illinois on this
26 day of Sept. 2013.


 Alan Nowaczyk, Village President

ATTEST: 
 Adena Baskovich, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2013-O-15 "AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, AMENDING THE EXISTING INTERGOVERNMENTAL AGREEMENT WITH TRI-STATE FIRE PROTECTION DISTRICT TO PROVIDE FIRE PROTECTION SERVICES" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on 9-26, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 26 day of Sept, 2013.



Adena Baskovich
Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF WILLOW SPRINGS AND TRI-STATE FIRE PROTECTION
DISTRICT**

THIS AGREEMENT is made as of October 1, 2013 by and between the **VILLAGE OF WILLOW SPRINGS**, an Illinois municipal corporation ("*Village*") and the **TRI-STATE FIRE PROTECTION DISTRICT** ("*District*"), an Illinois fire protection district and municipal corporation. In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Village and the District hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Village and the District, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Fire Protection District Act, 70 ILCS 705/1 *et seq.*, further authorizes this intergovernmental cooperation.

B. The Village and District entered into an Intergovernmental Agreement in 2012 wherein the District provided Emergency Fire and Dispatch services to the Village. The Parties hereby desire to amend the current IGA (the "Original IGA").

C. The District has been organized pursuant to the Illinois Fire Protection District Act, 70 ILCS 705/1 *et seq.*, to provide protection from fire for persons and property, emergency ambulance service, rescue services, and to adopt and enforce fire prevention codes and standards parallel to national standards.

D. The Village has the power and authority to provide and operate fire stations and all material and equipment necessary to prevent and extinguish fires, both inside and outside Village limits, 65 ILCS 5/11-6-1, 11-6-1.1.

E. The Parties to this Agreement acknowledge and agree that this is an intergovernmental relationship for the primary provision of Fire and EMS Services within the Village and the District on a fair and equitable basis, acknowledging the appropriate and fair responsibility for costs between the Parties as they work to transition from the Village fire department to the District assuming responsibility for provision of all fire department services to the residents and property owners of the Village.

F. Both the Village and the District embrace the concept of establishing a framework for an intergovernmental cooperative relationship for the provision of joint services and agree to work together to investigate possible means of furthering appropriate vehicles for the continued achievement of the Parties' goals with the overall objective of enhancing the public health, safety and welfare in the Village and the District.

G. Both the Village and the District recognize that an essential element of a cooperative relationship is the control of costs and cost reduction in the provision of Fire Services where appropriate and necessary and will seek out and develop such opportunities jointly.

H. The Parties shall review any communications issues on a regular basis by scheduled meetings between representatives designated by the Corporate Authorities of the Village and the District, who will recommend needed changes to meet the evolving relationship of the parties.

I. It has been determined by the Corporate Authorities of the Village and the District, that this Agreement is in the best interests of the Village and the District and the public health, safety and welfare of persons and property within the Village and the District.

Section 2. Definitions: Rules of Construction.

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

“Apparatus”: Motorized firefighting, rescue and emergency medical service vehicles including, without limitation, pumpers, ladder trucks, tankers, rescue squads, ambulances, and specialty equipment used by the District for the provision of Fire Protection and EMS Services. Apparatus does not include Staff Vehicles.

“Corporate Authorities”: In the case of the District, the Board of Trustees of the District and, where authorized by said Board, the District President. In the case of the Village, the Village President and Board of Trustees of the Village.

“District”: Tri-State Fire Protection District.

“Village Territory”: All land and real estate within the corporate limits of the Village as depicted on the map attached as Exhibit A.

“Effective Date”: October 1, 2013.

“Fire Administration Services”: Services provided by the Fire Chief and support staff of the District, in connection with the operation of the District.

“Fire Chief”: The administrative head of the District.

“Fire Protection and EMS Services”: Services and activities associated with responding to calls for assistance in the case of:

- fire,
- medical emergencies (including transport),
- hazardous materials incidents,
- complaints of hazardous conditions,
- fire alarm activations,
- entrapped individuals,
- paramedic rescues,
- technical rescues (such as high angle rescue, below grade rescue, confined space rescue, trench collapse and structural collapse),
- fire investigations,

- and any other situation that falls within the reasonable and customary services provided by fire departments of similar size and capability in the Chicago metropolitan area.
- **“Fire Services”**: Fire Protection and EMS Services, Non-Emergency Fire Services, Fire Administration Services, and Special Services.
- **“Non-Emergency Fire Services”**: Fire prevention and fire code enforcement inspections, fire prevention education, review of plans for construction and development for compliance with applicable codes, and other similar non-emergency services customarily provided by fire departments of similar size and capability in the Chicago metropolitan area.
- **“Operational Costs”**: Those amounts paid or incurred by the Village on behalf of the District from the Effective Date in the provision of Fire Services to the Village, including, without limitation, Fire Administration Services; Personnel Costs; insurance; fire prevention; community education; professional development; training; contractual services; commodities; Board of Fire Commissioners activities associated with promotional ranks within the District within the Commission’s jurisdiction; recruitment, testing, hiring and promotion expenses; equipment purchases; program expenditures; legal services fees including those associated with contract negotiations, grievances, arbitrations, terminations, discipline and litigation arising out of, or resulting from an action or claim by, on behalf of or related to any employee or employees, or former or potential employees, or employees of the District; telephone, computer and furnishings costs; communications and dispatch center costs; Apparatus and Staff Vehicles maintenance costs, information systems costs; and mutual aid call responses.
- **“Party”**: The Village or the District.
- **“Parties”**: The Village and the District.
- **“Personal Property”**: That Fire Services related personal property owned as of the Effective Date of this Agreement by the Village, which shall remain the property of the Village. The Village will provide an inventory list of these items which can be used by the District within 30 days after the Effective Date of this Agreement.
- **“Personnel Costs”**: Wages (including any stipends) and benefits, including, without limitation, medical and life insurance, 125 Plan and bookkeeping account contributions, Social Security, Medicare, and pension, paid to or provided for District personnel.

“Special Services”: Services performed by the District within the territory involving non-emergency arrangements for District personnel attendance at (i) special events on a stand-by basis; (ii) special community education, open houses or other informational events; and (iii) private special events.

“Staff Vehicles”: Vehicles other than Apparatus used by the District for the provision of Fire Services.

“Territory”: The area comprising the Village for which the Village has previously provided Fire Services, or which the District shall contract to provide Fire Services for the Village, and described in Exhibit A.

“Village”: Village of Willow Springs, Illinois.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal or state holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal or state holiday.

Section 3. Provision of Fire Services.

A. Provision of Fire Services. During the length of this Agreement, the District, shall be the exclusive provider of, and shall provide, all Fire and EMS Services within the Territory.

B. Hours of Operation of Fire Services. The Fire Protection and EMS Services shall be available and provided to the Territory on a continuing basis, twenty-four (24) hours a day, seven (7) days a week, including all State of Illinois and federal holidays.

C. Provision of Special Services. The District shall make good faith efforts to provide Special Services reasonably requested by community organizations. Such Special Services shall be provided only as specified and approved by the Fire Chief on a pre-arranged and pre-scheduled basis taking into consideration the availability of resources and the effect that provision of such Services may have upon the operations of the District. The Fire Chief shall have the authority to assess reasonable and customary charges to the recipients of such Services. However, it is agreed there shall be no fees for routine Special Services by the District charged to the Village or other local taxing bodies' for District participation in their events.

D. Mutual Aid, Automatic Aid and Other Agreements. The Village has entered into an agreement as part of the Mutual Aid Box Alarm System ("MABAS") for the exchange of mutual and automatic aid in the provision of Fire Protection and EMS and Special Operation Services and for the use of equipment, apparatus or personnel necessary or desirable for the provision of such Services. The District shall continue to honor the Village's agreement for participation in MABAS. The Village will provide the District all existing Mutual Aid Agreements within 30 days after the Effective Date of this Agreement.

Section 4. Fire Stations and Personal Property.

A. Use and Payment of Fire Station Costs and Expenses. The Village hereby grants the District seven days a week, 24 hour use of the Village fire station located at 8259 Willow Springs Road, Willow Springs (the "Village Fire Station") to be used by District personnel and to store District Apparatus. The Parties agree that the costs and expenses to maintain and operate the Village Fire Station shall be paid by the Village.

Fire Station costs and expenses shall include but are not limited to the following: maintenance utilities, repairs to building structures, parking lots, HVAC, gas, electric, water/sewer, disposal,

cable, phone, internet and insurance. The District is responsible for cable, phone and internet changes.

B. Personal Property. The Firehouse and all existing fire trucks apparatus and Personal Property shall remain the property of the Village and used by the District in a reserve capacity. The Village will continue to insure its equipment and Personal Property.

Section 5. Personnel and Chain of Command.

A. Staffing. Staffing of the Department shall be the responsibility of the District and within the sole discretion of the District. All sworn, temporary, contractual and seasonal full-time and part-time personnel necessary to provide the Fire Services shall be provided, and trained by the District.

Section 6. Determination and Payment of Costs of the District.

A. Allocation of Fire Services Costs. As agreed upon by the parties, the annual costs paid by the Village to the District pursuant to this Agreement shall be \$500,000 for the first year, \$537,000 for the second year, and \$575,000 for the third year. (The "Annual Amount"). The Village shall pay the District 1/12 of the Annual Amount by the first of each month while this Agreement is in effect.

B. Computer Network and Phone Systems. Until the District's own computer and phone system is established, the Village will continue to provide the District access to the Village's computer and phone systems. In addition, the Village on an ongoing basis will provide the District access to its GIS data and documents. The District shall also grant the Village access to any GIS information it develops in the future in order to ensure coordinated services to the residents of the Territory.

C. Obligation to Budget and Levy Sufficient Funds. Each party agrees to appropriate or budget and to levy sufficient funds from time to time as may be necessary to implement their respective obligations under this Agreement.

D. Hydrant Testing and Maintenance. The Village shall be solely responsible for maintenance repair and replacement of its waterworks system and shall make its best efforts to ensure that the waterworks system including hydrants remain fully functional.

Section 7. Revenue Allocations.

A. Ordinance Adoption and Enforcement. Within 60 days after the Effective Date, the Village shall adopt an ordinance which incorporates the District's fee or fine structure for emergency medical service billing, false-fire alarms, spiller-pays provisions, hazardous materials spill provisions, technical-rescue team calls, and plan reviews. Fines received for these ordinance violations shall be paid to the District within 30 days after receipt by the Village.

B. Fire Prevention Inspection and Plan Review Fees. Within 90 days after the Effective Date, the Village shall provide by ordinance for the assessment of fire prevention inspection and plan review fees associated with conducting fire Inspections, plan review and other fire prevention activities within the Village. Any fees assessed by Village ordinance on such inspections and reviews shall be allocated and paid to the District within 30 days after receipt by the Village when the performances of such inspections and reviews have been performed by District staff.

C. Donations and Gifts. Undesignated donations or gifts to the Village of Willow Springs Fire Department shall be shared equally between the Village and the District unless the distribution of the donation or gift to the Village or District is specifically provided for in a legal

document or the donation or gift is earmarked for a use or project which is specific to either the Village or District.

D. Foreign Fire Insurance. All foreign fire insurance revenues received by the Village shall be forwarded to the District within 30 days after receipt.

Section 8. Promotion of Interaction and Communication.

The Parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the District and the Village. In addition to those matters otherwise addressed in this Agreement, the Parties also wish to establish the following:

A. District Representation on the Village's Emergency Telephone System Board. In the event the Village develops an Emergency Telephone System Board, the Village shall provide for the appointment to the Village's Emergency Telephone System Board of one representative from the District.

B. Periodic Review Meetings. An assigned representative of the District and the Village shall meet jointly on at least a monthly basis for the purposes of discussing this Agreement and the Fire Services provided pursuant to this Agreement.

C. Annexation. During the term of this Agreement, the Village and the District will work together to develop a business plan that examines the steps each party can legally undertake to initiate the annexation of the Territory into the District's service area and sets forth the process to ensure a smooth transition regarding the full integration of the Village's fire services into the District if annexation is approved.

Section 9. Fire Prevention Issues; Records.

A. Fire Prevention Plan Review and Inspections. The District will review plans and specifications for construction in the Village and conduct inspections thereof for compliance

with applicable fire prevention standards. The Village will require all construction plans to be provided to the District for its review and approval. The Parties agree to develop a separate agreement covering their respective fire prevention plan review, inspections and enforcement obligations, responsibilities and procedures. The Parties shall use their best efforts to complete this agreement by April 1, 2014.

B. Records of Services Provided. The District shall establish and keep a file and record system for all data relative to fire prevention, ordinance enforcement, fire inspection, fire investigations and reports of incidents of Fire Protection and EMS Services activity.

Section 10. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 142.A of this Agreement, setting forth in detail the dispute; the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section, the District and the Village shall continue to fulfill the terms of this Agreement to the fullest extent possible.

C. Remedies. Provided that the Parties have met their obligations under Section 121.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Section 121.A of this Agreement shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 11. Term; Termination.

A. Initial Term. The initial term of this Agreement shall be for a period commencing on October 1, 2013 through September 30, 2016, or sooner by agreement of the parties, and shall continue in effect from year to year thereafter unless terminated by either party in accordance with the termination provisions of Section 11.B of this Agreement.

B. Termination. Either party may terminate this Agreement upon 120 days written notice. In addition, either party may terminate this Agreement if the other party is in material default of the Agreement and the defaulting party does not cure such default within the time periods set forth in Section 10 of this Agreement.

Section 12. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested and deposited in the U.S. Mail postage prepaid; or (iv) by facsimile or electronic mail. Facsimile or electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed; and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit

with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the US. Mail as evidenced by a return receipt by notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address.

Village of Willow Springs
1 Village Circle
Willow Springs, IL 60482
Attention: Village Manager

Notices and communications to the District shall be addressed to, and delivered at, the following address.

TRI-STATE FIRE PROTECTION DISTRICT
419 Plainfield Road
Darien, IL 60561
Attention: Chief

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to either of them in this Agreement. The failure of a Party to exercise at any time any right granted to that Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws or rules of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement, except for the Original IGA, which remains in effect. If there is a conflict between this Agreement and the Original IGA, the terms of this Agreement shall control.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of

construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between Exhibit A and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

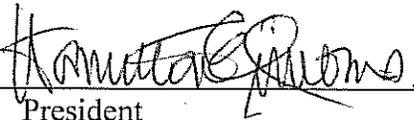
L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules or regulations that may occur in the future.

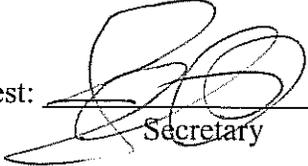
M. Authority to Execute. The Village hereby warrants and represents to the District that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The District hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the District.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the District.

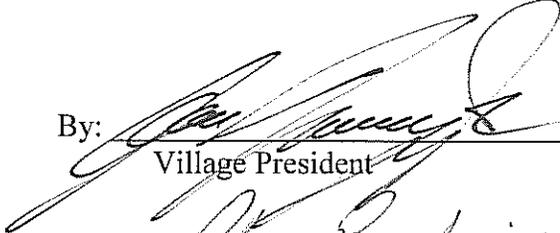
IN WITNESS HEREOF, the Village has caused this Agreement to be executed by the Village President and attested by the Village Clerk and the official seal of the Village is to be hereunder affixed, and the District has caused this Agreement to be executed by its President and attested by its Secretary as of the day and year first above written.

**TRI-STATE FIRE
PROTECTION DISTRICT**

By: 
President

Attest: 
Secretary

VILLAGE OF WILLOW SPRINGS

By: 
Village President

Attest: 
Village Clerk

Exhibit A
Territory

Exhibit A Territory

